

ORIGINAL

BEFORE THE ARIZONA CORPORATION COM



0000087795

RECEIVED

MIKE GLEASON, Chairman

WILLIAM A. MUNDELL, Commissioner

JEFF HATCH-MILLER, Commissioner

KRISTIN K. MAYES, Commissioner

GARY PIERCE, Commissioner

2008 AUG 18 A 10: 16

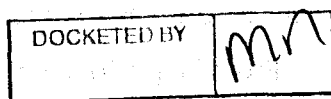
AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission

DOCKETED

AUG 18 2008

RE: INTERVENER'S RESPONSE TO ICRWUA'S
RESPONSE TO MOTION REQUESTING
PROCEDURAL CONFERENCE



DOCKET NO. W-02824A-07-0388

IN THE MATTER OF THE APPLICATION OF ICR WATER USERS ASSOCIATION, AN
ARIZONA CORPORATION, FOR A DETERMINATION OF THE CURRENT FAIR VALUE OF
ITS UTILITY PLANT AND PROPERTY AND FOR INCREASES IN ITS RATES AND
CHARGES FOR UTILITY SERVICE.

In ICR Water Users Association, Inc. (ICR) August 6, 2008 response to my Motion Requesting a
Procedural Conference in order to address ICR's lack of fulfilling Judge Stern's instructions at the
April 16th hearing, ICR stated that *"although ICR has no objection to a procedural conference, ICR
believes it is premature at this time."* ICR's response also indicated that they anticipated that the
Company would be ready to present a draft of a special contract or water agreement (Agreement)
between ICR and the Golf Course/Developer (Developer) of the TRR sub-division to ACC staff
(Staff) and to me within the next two weeks (on or before August 20, 2008). ICR's response also
indicated that at the time a draft is submitted that they would contact me and the Staff to schedule a
meeting to discuss the special contract and to discuss a procedural schedule for moving the case
forward.

ICR's response also provides a long litany of events since the April 16, 2008 hearing at which time
they indicated that the draft agreement would be available for review by May 9, 2008. Despite their
"rationale" in explaining the lapse of time since then, ICR failed to address their inability to keep
their members fully informed of their lack of progress on the draft and of the ever mounting legal

costs associated with their efforts. ICR's legal costs, now, far exceed the Company's cash reserves, and, if this debt were to be called in by ICR's attorneys, Snell and Wilmer, ICR would be bankrupt. It is important to understand that ICR's legal costs continue to mount without apparent constraint by ICR, and that even should the Company and the Developer finalize a draft agreement, these costs will continue. Given these circumstances, I am requesting that should August 20th come without a final draft being submitted by ICR to the Staff and me, my motion requesting a procedural conference in order to address the lack of fulfilling Judge Stern's instructions be acted upon immediately. Time is of the essence.

I would also reiterate that it is my opinion that the manner in which ICR has proceeded in attempting to reach an agreement has not allowed participation by all parties in the case and has failed to fulfill Judge Stern's April 16, 2008 mandate for inclusiveness of all parties. Providing a draft agreement to me and the ACC staff after ICR and the Developer have reached an understanding only initiates an entirely new round of discussions, thereby, lengthening the entire procedure and increasing cost to ICR's membership.

ICR apparently continues to assume there are no unresolved concerns remaining to be discussed pertaining to Decision 64360.


Dayne Taylor, Intervener

13868 North Grey Bears Trail
Prescott, AZ 86305

Original and thirteen (13) copies of the foregoing were mailed this 15th day of August, 2008 to:

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

COPY of the foregoing mailed this 15th day of August 2008 to:

Jeffrey W. Crockett/Robert J. Metli
Snell & Wilmer, L.L.P.
One Arizona Center
400 East Van Buren Street
Phoenix, AZ 85004-2202
Attorneys for ICRWUA
Jay Shapiro
3003 North Central, Suite 2600
Phoenix, AZ 85012-2913
Attorney for Talking Rock Golf Club